

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

Investigation by the Department on its own motion as to )  
the proprietary of the rates and charges set forth in the )  
following tariffs: M.D.T.E. Nos. 14 and 17, filed with ) D.T.E. 98-57  
the Department on August 27, 1999, to become effective ) Phase III  
September 27, by New England Telephone and Telegraph )  
Company d/b/a Bell Atlantic – Massachusetts )

COMMENTS  
OF  
CHOICE ONE COMMUNICATIONS OF MASSACHUSETTS INC.  
ON REVISIONS TO BELL ATLANTIC – MASSACHUSETTS'

M.D.T.E. NO. 17 ISSUED MAY 5, 2000

Choice One Communications of Massachusetts Inc. ("Choice One"), pursuant to the Massachusetts Department of Telecommunications and Energy ("M.D.T.E.") Notice dated May 8, 2000 in the above-styled proceeding, takes the opportunity to comment on the revisions to Bell Atlantic – Massachusetts' M.D.T.E. No. 17 issued on May 5, 2000. Choice One provides local exchange services within the Massachusetts service areas of Bell Atlantic – Massachusetts ("BA – MA"), has an approved interconnection agreement with BA – MA, and obtains unbundled network elements ("UNEs") from BA – MA, including UNEs for provisioning xDSL services. Accordingly, the proposed tariff provisions will have a direct effect on Choice One's provision of services within Massachusetts.

Choice One has reviewed the proposed revisions to the BA – MA M.D.T.E. No. 17 tariff and objects to certain proposed revisions and seeks clarification of certain proposed revisions, reserving its right to object to the revisions, once the proposal(s) has been clarified. Specifically, Choice One comments on the following revisions:

A. BA - MA –Owned Splitter Option

1. BA – MA submits only an Option A and Option C in its Splitter Arrangements (see Part E, Section 2, page 23 (original)). Both options are a CLEC-provided splitter. Choice One is concerned that BA – MA has not provided a third option in which BA – MA will own the splitter. The Federal Communication Commission's ("FCC") *Line Sharing Order* does not preclude such ownership and control by an ILEC of the splitter. In the FCC's *UNE Remand Order*, the FCC found that the loop network element included "attached electronics, including multiplexing equipment used to derive loop transmission capabilities ... including features, functions, and capabilities as well." BA – MA currently offers the benefit of line sharing to its customers in Massachusetts (see Attachment A), which should mean that BA – MA currently owns and controls splitters. Choice One submits that, unless BA – MA makes available the access to the line sharing UNE by use of its splitter facilities which already exist and are a part of the functionality of the loop, it has not complied with its obligations under Section 251 or the FCC's *Line Sharing Order*.

B. Elimination of Monthly Maintenance Fee For Option A Splitter Arrangement

2. In connection with the Splitter Arrangement Option A (the splitter is in the CLEC's Physical Collocation Arrangement), Section 2.5.1(B)(1) provides that the CLEC must maintain the splitter. Nevertheless, in the application of rate and charges in the Part E, Section 2, Section 2.6.12, "Splitter Arrangements", BA – MA applies a monthly rate, per shelf, for Maintenance of Splitter Equipment for the Option A splitter arrangement. Under the terms of the tariff that require the CLEC to own and maintain a splitter in its own collocation arrangement, a monthly maintenance charge for the splitter equipment imposed by BA – MA is unwarranted and must be eliminated from the tariff provisions.

C. Elimination of Double Termination Charges

3. Part E, Section 2, page 25, Section 2.6.4, Application of Rates and Charges, Service Access Charge (SAC) provides that "for line sharing arrangements, two terminations apply per line." This termination rate appears to apply to either the Option A or Option C arrangement, even though there is at most one POT bay termination under the Option C arrangement. Choice One argues that it should not be required to bear the

costs associated with the transport or links to deliver the voice portion of the line to BA – MA. Choice One objects to the imposition of two termination charges under either splitter arrangement.

4. When a CLEC selects the Option A Splitter Arrangement, two terminations will be required because the UNE loop will terminate at the POT bay in the CLEC's collocation arrangement, be transported to the splitter, and the voice and data portion of the line is split. The voice portion of the line then will be required to be transported back to the CLEC's POT bay and transported across a link to the BA – MA MFD for transport to its switch. The splitter is a point of interconnection between the CLEC and BA – MA to hand off the traffic. Each party should be responsible for its own cost of transportation to the point of interconnection, and then each party should bear the cost of transport of the traffic once it is handed off. Under the BA – MA tariff, BA – MA recovers costs rather than incurs costs for this arrangement which is not acceptable and should not be approved.
5. Conversely, should Choice One select Option C, where it provides the splitter to BA and the splitter is in the BA – MA common area, Choice One argues that the imposition of two terminations also is flawed. It may well be that BA – MA does not intend to impose the termination charge. Nevertheless, in the abundance of caution, Choice One asserts its objection should BA – MA attempt to impose such a charge to the CLEC. First, technically, the link initially terminates at the CLEC-owned splitter, not the BA – MA-owned POT bay. Thus, under the current tariff, no termination charge would be imposed. Similarly, as stated in Choice One's objections to the imposition of the termination charges for Option A, Choice One should not bear the costs of BA – MA transport of the voice portion of its line. Only one termination would be applicable to Choice One for termination of a link and should not be doubled when Choice One is providing a service to BA – MA.

#### D. Clarification of Monthly Recurring Charges for Line Sharing Loop

6. The application of monthly rates that are set forth in connection with Line Sharing (Part B, Section 19.2.2, Page 5) reflect a monthly rate for the wideband test access which applies per line. In Section 19.2.3 entitled "Other," BA – MA states that xDSL qualified and digital designed link rates and charges, as appropriate, will apply (refer to Part B, Section 5.4) as well as splitter arrangement rates and charges (refer Part E, Section 2.5 or 3.4). Choice One reads this section to impose a monthly recurring charge equivalent to the local loop charge for xDSL qualified and digital designed link rates, but seeks clarification as to this interpretation.
7. Choice One asserts that there should be no monthly recurring charge associated with the line shared portion of the loop, as full recovery of the loop is obtained by BA – MA by charge for the voice portion of the loop. Moreover, if the cost of the line shared portion of a loop is equivalent to

the cost of provisioning a second loop, there is no cost savings to the CLEC. Accordingly, Choice One opposes any monthly recurring charges for the high-frequency portion of a line-shared loop.

#### E. Elimination of Conditioning Charges for xDSL Loops

8. The proposed tariff provides for significant rates and charges for conditioning of loop for xDSL purposes, whether to be used as part of a line sharing arrangement or not. Choice One argues that BA – MA should be allowed to charge a CLEC for conditioning a loop by removal of load coils and bridge taps. The charges for such conditioning must be determined by use of the FCC-mandated TELRIC methodology. Such a methodology precludes the consideration of embedded costs, which load coils and excessive bridge taps represent. Prices for UNEs should be based on the cost of a "reconstructed local network" deploying "the most sufficient technology for reasonably foreseeable capacity requirements." In a forward-looking network design, load coils and excessive bridge taps should not be deployed. Accordingly, in a least-cost, forward-looking network, there should be no load coils or bridge taps to remove from a loop. Thus, BA – MA cannot support the charges for the conditioning of loops for xDSL as proposed in its tariff.

#### F. Imposition of Liability

9. In Section 19.1.5, Repair and Maintenance, BA – MA provides that it may unilaterally disconnect the splitter from the end user's link if it, in its own discretion, determines that the CLEC's line sharing technology is degrading the voice service. BA – MA disclaims any liability for damages as a result of such unilateral removal of service to restore voice grade service. Choice One objects to BA – MA (1) making a unilateral decision without any criteria being provided as to when such removal of service might occur, and (2) disclaiming liability, especially if the advanced data service which was removed or disrupted was not the cause of the degradation or disruption of the voice grade service.

#### G. Compliance with Tariff Revisions Rules

10. Finally, Choice One notes that BA – MA did not comply with its own Page Revisions and Tariff Codes found in Part A, Section 1, Page 1 nor the state statutes or rules and regulations. When a page was revised as opposed to added, the page neither reflected that it was other than an "original" page and no tariff codes were present on the page to explain the modification that had been made to the revised page. Choice One found that review of the tariff was hampered having to review the proposed revisions line by line. Choice One asks that BA – MA be required to

conform to providing page revisions and tariff codes to facilitate third party review of changes to the tariff.

H. Conclusion

Choice One asks that the M.D.T.E. investigate further the terms and rates for line sharing and xDSL loops in the M.D.T.E. No. 17 tariff. During such investigation, Choice One asks that the M.D.T.E. permit the proposed revised rates and terms of M.D.T.E. No. 17 to go into effect, with prospective adjustment if necessary.

Respectfully submitted,

CHOICE ONE COMMUNICATIONS  
OF MASSACHUSETTS INC.

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